IN THE	UNITED STATES BANKRUPTCY COU	RT
FOR THE	WESTERN DISTRICT OF PENNSYLVA	ANIA

IN RE:	)
	) Case No. 18-21858 GLT
Janet J. Wade,	) Chapter 13
Debtor	) Docket No.
	)
Janet J. Wade,	)
Movant	)
	)
VS.	)
	)
Peoples Gas Company and	)
Ronda Winnecour, Trustee,	)
Respondents	)

## NOTICE OF PROPOSED MODIFICATION TO CONFIRMED PLAN DATED MAY 24, 2018

- 1. Pursuant to 11 U.S.C. Section 1329, the debtor has filed an Amended Chapter 13 Plan dated April 1, 2019. Pursuant to the Amended Chapter 13 Plan, the debtor seeks to modify the confirmed plan in the following particulars:
  - a. Peoples Gas Company will be paid the sum of \$169.63 through the Amended Chapter 13 Plan which will include the ongoing budget payment and a payment for the post-petition gas arrears.
  - b. Steidl & Steinberg will be paid an additional \$750 for preparation of the Amended Plan, preparation of this Motion, service of both documents, and attendance at the Conciliation Conference.
- 2. The proposed modification to the confirmed plan will impact the treatment of the claims of the following creditors and in the following particulars:
  - a. Peoples Gas Company will be paid a monthly payment of \$169.63 through the Amended Chapter 13 Plan. No other creditor will be adversely affected by this Amended Plan.

- 3. The debtor submits that the reason for the modification is as follows:
  - a. An Order of Court was entered on March 26, 2019 which required the debtor's attorney to file an Amended Plan to include the budge payment and post-petition gas bills for Peoples Gas Company.
- 4. The debtor submits that the requested modification is being proposed in good faith, and not for any means prohibited by applicable law. The debtor further submits that the proposed modification complies with 11 U.S.C. Section 1322(a), 1322(b), 1325(a), and 1329, and except as set forth above, there are no other modifications sought by way of the Amended Chapter 13 Plan.

WHEREFORE, the debtor respectfully requests that this Court enter an Order confirming the Amended Chapter 13 Plan, and for such other relief the Court deems equitable and just.

Respectfully submitted,

April 1, 2019 DATE /s/ Kenneth Steidl Kenneth Steidl, Esquire Attorney for the Debtor

STEIDL & STEINBERG
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Pittsburgh, PA 15219
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Fill in this info	ormation to identify you	r case:			
Debtor 1		J. Wade  liddle Name Last Name		plan, and list b	
Debtor 2 (Spouse, if filing)	First Name N	liddle Name Last Name		been changed	I.
United States Ba	nkruptcy Court for the Weste	rn District of Pennsylvania	3.	3, 3.6, 4.3, 5.3, 9.1	
Case number	18-21858		_		
Western	District of Penr	<u>ısylvania</u>			
Chapter	r 13 Plan Da	ted: Apr 1, 2019			
Part 1: Not	ices				
To Debtors:	indicate that the opti	on is appropriate in your	riate in some cases, but the presen circumstances. Plans that do not his plan control unless otherwise orc	comply with loca	al rules and judicia
	In the following notice t	o creditors, you must check	each box that applies.		
To Creditors:	YOUR RIGHTS MAY E	SE AFFECTED BY THIS PLA	AN. YOUR CLAIM MAY BE REDUCE	D, MODIFIED, OR	ELIMINATED.
	You should read this pl attorney, you may wish	,	rith your attorney if you have one in this	s bankruptcy case.	If you do not have a
	ATTORNEY MUST FINTE CONFIRMATION PLAN WITHOUT FUR	LE AN OBJECTION TO CO HEARING, UNLESS OTH THER NOTICE IF NO OBJE	OF YOUR CLAIM OR ANY PROVIS DNFIRMATION AT LEAST SEVEN (7) ERWISE ORDERED BY THE COUR ECTION TO CONFIRMATION IS FILEI PROOF OF CLAIM IN ORDER TO BE	DAYS BEFORE T. THE COURT I D. SEE BANKRUI	THE DATE SET FOI MAY CONFIRM THI PTCY RULE 3015. II
	includes each of the		nce. <b>Debtor(s) must check one box</b> ncluded" box is unchecked or both e plan.		
payment			Part 3, which may result in a partial parate action will be required to	Included	Not Included
	-	npossessory, nonpurchase be required to effectuate s	e-money security interest, set out in uch limit)	Included	Not Included
1.3 Nonstanda	ard provisions, set out i	ı Part 9		<ul><li>Included</li></ul>	O Not Included
Part 2: Pla	n Payments and Leng	gth of Plan			
.1 Debtor(s) will	make regular payments	to the trustee:			
Total amount	of \$ <u>1,270.00</u> pe	month for a remaining pla	n term of <u>36</u> months shall be paid	I to the trustee fro	m future earnings as
follows: Payments	By Income Attachment	Directly by Debtor	By Automated Bank Transfer		
	\$1,270.00	\$0.00	\$0.00		
D#1					
D#1 D#2	\$0.00	\$0.00	\$0.00	_	

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2.2	Additional payments:							
	Unpaid Filing Fees available funds.	. The balance of \$	shal	l be fully paid b	y the Trustee to	the Clerk o	f the Bankruptcy	/ Court from the first
	Check one.							
	None. If "None" is o	checked, the rest of Section	on 2.2 need not b	e completed or	reproduced.			
		nake additional paymer each anticipated paymer		ee from other s	sources, as spe	cified belo	w. Describe the	source, estimated
2.3 Pai	plus any additional so	pe paid into the plan (pl purces of plan funding d Secured Claims			y the trustee b	ased on t	he total amoun	t of plan payments
3.1	Maintenance of payment Check one.  None. If "None" is continuous c	nts and cure of default,						
	the applicable contra arrearage on a liste ordered as to any ite	naintain the current contra act and noticed in conforr and claim will be paid in fu em of collateral listed in the will cease, and all secured	mity with any app Ill through disbui his paragraph, th	plicable rules. To sements by the en, unless other	These payments e trustee, withou erwise ordered by	will be disl t interest. the court	bursed by the tru If relief from th , all payments u	ustee. Any existing e automatic stay is
	Name of creditor	Colla	ateral		Current installm paymen (including		Amount of arrearage (if any)	Start date (MM/YYYY)
					\$	0.00	\$0.00	
	Insert additional claims a	as needed.						
3.2	Request for valuation of	of security, payment of f	ully secured cla	ims, and modi	fication of unde	rsecured	claims.	
	Check one.							
		checked, the rest of Section	on 3.2 need not b	e completed or	reproduced.			
	The remainder of the	his paragraph will be eff	ective only if th	e applicable bo	ox in Part 1 of th	nis plan is	checked.	
	The debtor(s) will red below.	quest, <b>by filing a separa</b>	te adversary pro	oceeding, that t	he court determi	ne the valu	e of the secured	l claims listed
		listed below, the debtor(s						
	amount of a creditor's s	ed claim that exceeds the ecured claim is listed be Part 5 (provided that an ap	low as having no	o value, the cre	editor's allowed o	laim will b	e treated in its	
	anoccarca ciann anaci i							
	Name of creditor	Estimated amount of creditor's total claim (See Para. 8.7 below)	Collateral	Value of collateral	Amount of claims senior to creditor's claim	Amount of secured claim	of Interest rate	Monthly payment to creditor

Entered 04/02/459 11-50-42:1618-40-45 Main Debtor(sCaset1)8421e858-GLT Doc 44 Filed 04/02/19 Page 5 of 11 Document 3.3 Secured claims excluded from 11 U.S.C. § 506. Check one. None. If "None" is checked, the rest of Section 3.3 need not be completed or reproduced. The claims listed below were either: (1) Incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for personal use of the debtor(s), or (2) Incurred within one (1) year of the petition date and secured by a purchase money security interest in any other thing of value. These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee. Name of creditor Collateral Amount of claim Interest Monthly payment to creditor rate 301 East McIntyre Avenue Pittsburgh, PA City Co Federal Credit Union \$7.350.43 5% \$218.05 Insert additional claims as needed. 3.4 Lien Avoidance. Check one. None. If "None" is checked, the rest of Section 3.4 need not be completed or reproduced. The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked. The judicial liens or nonpossessory, nonpurchase-money security interests securing the claims listed below impair exemptions to which the debtor(s) would have been entitled under 11 U.S.C. § 522(b). The debtor(s) will request, by filing a separate motion, that the court order the avoidance of a judicial lien or security interest securing a claim listed below to the extent that it impairs such exemptions. The amount of any judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5 to the extent allowed. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan. See 11 U.S.C. § 522(f) and Bankruptcy Rule 4003(d). If more than one lien is to be avoided, provide the information separately for each lien. Name of creditor Collateral **Modified principal** Interest Monthly payment balance\* rate or pro rata \$0.00 0% \$0.00

Insert additional claims as needed.

\*If the lien will be wholly avoided, insert \$0 for Modified principal balance.

#### 3.5 Surrender of Collateral.

Check one.

None. If "None" is checked, the rest of Section 3.5 need not be completed or reproduced.

The debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. The debtor(s) request that upon confirmation of this plan the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under 11 U.S.C. § 1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 5.

Name of creditor Collateral

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#### 3.6 Secured tax claims.

Name of taxing authority	Total amount of claim	Type of tax	Interest rate*	Identifying number(s) if collateral is real estate	Tax periods
Pittsburgh Water 7 Sewer	\$64.42	Sewage	10%		2017 - 2018
County of Allegheny	\$110.73	Real Estate	12		2017
City & School District of Pittsburgh	\$1,121.62	Real Estate	10		2015 - 2018

Insert additional claims as needed.

Part 4:

#### **Treatment of Fees and Priority Claims**

#### 4.1 General.

Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest.

#### 4.2 Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if *pro se*) and the trustee to monitor any change in the percentage fees to insure that the plan is adequately funded.

#### 4.3 Attorney's fees.

Attorney's fees are payable to Steidl & Steinberg, P.C.	In addition to a retainer of \$\frac{1,110.00}{2}	(of which \$ <u>500.00</u> was a
payment to reimburse costs advanced and/or a no-look costs deposit	) already paid by or on behalf of the deb	otor, the amount of \$3,400.00 is
to be paid at the rate of \$200.00 per month. Including any retain	ner paid, a total of \$ in fees	and costs reimbursement has been
approved by the court to date, based on a combination of the n	o-look fee and costs deposit and prev	viously approved application(s) for
compensation above the no-look fee. An additional \$ _750.00 w	vill be sought through a fee application to	be filed and approved before any
additional amount will be paid through the plan, and this plan contai	ns sufficient funding to pay that additior	nal amount, without diminishing the
amounts required to be paid under this plan to holders of allowed unse	ecured claims.	

Check here if a no-look fee in the amount provided for in Local Bankruptcy Rule 9020-7(c) is being requested for services rendered to the debtor(s) through participation in the bankruptcy court's Loss Mitigation Program (do not include the no-look fee in the total amount of compensation requested, above).

#### 4.4 Priority claims not treated elsewhere in Part 4.

None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

Name of creditor	Total amount of claim	Interest rate (0% if blank)	Statute providing priority status
	\$0.00	0%	

<sup>\*</sup> The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation.

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4.5	<b>Priority Domestic Su</b>	pport Obligations not assig	ned or owed to a governmental unit.
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	If the debtor(s) is/are currently paying Domestic debtor(s) expressly agrees to continue paying and						
	Check here if this payment is for prepetition arrearages only.						
	Name of creditor (specify the actual payee, e.g. l SCDU)	PA <b>Description</b>		Claim	Monthly payment or pro rata		
				\$0.00	\$0.00		
	Insert additional claims as needed.						
6	Domestic Support Obligations assigned or own Check one.  None. If "None" is checked, the rest of Section The allowed priority claims listed below are governmental unit and will be paid less than payments in Section 2.1 be for a term of 60 m	on 4.6 need not be competed based on a Domestern the full amount of the	pleted or reproduced.  ic Support Obligation be claim under 11 U.S	n that has been ass			
	Name of creditor		Amount of claim to	be paid			
				\$0.00			
	Insert additional claims as needed.		_				
.7	Priority unsecured tax claims paid in full.						
	Name of taxing authority	Fotal amount of claim	Type of tax	Interest rate (0% if blank)	Tax periods		
		\$0.00		0%			
	Insert additional claims as needed.		-				

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Part 5:

**Treatment of Nonpriority Unsecured Claims** 

5.1	Nonpriority	unsecured	claims	not	separately	classified.
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Debtor(s) **ESTIMATE(S)** that a total of \$ 7,055.00 will be available for distribution to nonpriority unsecured creditors.

Debtor(s) **ACKNOWLEDGE(S)** that a **MINIMUM** of \$7,055.00 shall be paid to nonpriority unsecured creditors to comply with the liquidation alternative test for confirmation set forth in 11 U.S.C. § 1325(a)(4).

The total pool of funds estimated above is **NOT** the **MAXIMUM** amount payable to this class of creditors. Instead, the actual pool of funds available for payment to these creditors under the plan base will be determined only after audit of the plan at time of completion. The estimated percentage of payment to general unsecured creditors is <u>6.00</u> %. The percentage of payment may change, based upon the total amount of allowed claims. Late-filed claims will not be paid unless all timely filed claims have been paid in full. Thereafter, all late-filed claims will be paid pro-rata unless an objection has been filed within thirty (30) days of filing the claim. Creditors not specifically identified elsewhere in this plan are included in this class.

#### 5.2 Maintenance of payments and cure of any default on nonpriority unsecured claims.

Check one.				
None. If "None" is checked, the rest of Section	n 5.2 need not be complete	ed or reproduced.		
The debtor(s) will maintain the contractual ins which the last payment is due after the final pamount will be paid in full as specified below a	plan payment. These pay	ments will be disbursed by		
Name of creditor	Current installment payment	Amount of arrearage to be paid on the claim	Estimated total payments by trustee	Payment beginning date (MM/ YYYY)

\$0.00

Insert additional claims as needed.

#### 5.3 Postpetition utility monthly payments.

The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a single monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim payment will not change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be required to file an amended plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional funds from the debtor(s) after discharge.

\$0.00

\$0.00

Name of creditor	Monthly payment	Postpetition account number
Peoples Gas Co.	\$169.63	9662

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5.4	Other Separatery classified nonpriority unsecured claims.							
	Check one.							
	None. If "None" is checked, the rest of Section 5.4 need not be completed or reproduced.							
	The allowed nonpriority unsecured claims listed below are separately classified and will be treated as follows:							
	Name of creditor	Basis for separate cla treatment	ssification and	Amount of arrearag	rate pay	imated total ments trustee		
				\$0.00	0%	\$0.00		
	Insert additional claims as ne	eeded.						
Par	t 6: Executory Contra	acts and Unexpired Leases						
	-					-		
6.1	The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected.  Check one.  None. If "None" is checked, the rest of Section 6.1 need not be completed or reproduced.  Assumed items. Current installment payments will be disbursed by the trustee. Arrearage payments will be disbursed by the trustee.							
	Name of creditor	Description of leased property or executory contract	Current installment payment	Amount of arrearage to be paid	Estimated total payments by trustee	Payment beginning date (MM/ YYYY)		
	Toyota Motor Credit Corp.	2016 Toyota Camry	\$499.00	\$0.00	\$4,999.61	06/2018		
	Insert additional claims as needed.							
Par	t 7: Vesting of Prope	rty of the Estate						
7.1	Property of the estate shall	not re-vest in the debtor(s) until the c	lebtor(s) have co	mpleted all payments	under the confir	med plan.		
Par	t 8: General Principle	es Applicable to All Chapter 13 Pl	ans					
	2 2 1 2 1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1		-					

- 8.1 This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

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- 8.4 Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- **8.5** Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if pro se) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

# Part 9: Nonstandard Plan Provisions 9.1 Check "None" or List Nonstandard Plan Provisions. None. If "None" is checked, the rest of part 9 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

The post-petition utility claim of Peoples Gas Co. listed in part 5.3 of the Plan is a priority, administrative claim.

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Part 10: Sig

**Signatures** 

#### 10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

X	X			
Signature of Debtor 1	Signature of Debtor 2			
Executed on	Executed on			
MM/DD/YYYY	MM/DD/YYYY			
X/s/ Kenneth Steidl	DateApr 1, 2019			
Signature of debtor(s)' attorney	MM/DD/YYYY			

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